

25X1A

9 August 1963  
AKP-I-148



Subject: Original Contract (MO 3882AR)

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As requested by Art on 7/31/63, we are enclosing ten (10) copies each of a Contractor's Release and an Assignment of Refunds, Rebates and Credits properly executed on subject contract.

Also on this date we have forwarded to your box, via parcel post, a carton containing the residual inventory on this contract. The box weighs sixteen (16) pounds and contains all seven (7) items listed on the Form DD-543 forwarded 4/29/63 by letter, AKP-I-46. Included, too, are three (3) copies of the inventory; two (2) for a packing slip and one (1) to be returned to me as a receipt.

If additional information is required, please advise.

Sincerely,



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JMM/jb

CONTRACTOR'S RELEASE

Subcontract No. LP-2262 25X1A

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Pursuant to the terms of Subcontract No. LP-2262  
and in consideration of the sum of [REDACTED]

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which has been or is to be paid by United States Air Force  
(hereinafter called USAF), to [REDACTED]  
[REDACTED] hereinafter called the Subcontractor) or to its  
assignees, if any, the Subcontractor, upon payment of the said sum by  
USAF does remise, release and discharge USAF and the  
United States of America, their officers, agents, and employees, of and  
from all liabilities, obligations, claims, and demands whatsoever under or  
arising from the said subcontract, except:

1. Specific claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Subcontractor, as follows: NONE, EXCEPT FOR ANY POSSIBLE FEDERAL EXCISE TAX MADE APPLICABLE HERETO.
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Subcontractor to third parties arising out of the performance of the said subcontract, which are not known to the Subcontractor on the date of the execution of this release and of which the Subcontractor gives notice in writing to USAF within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Subcontractor by the reason of its indemnification of USAF against patent liability), including reasonable expenses incidental thereto, incurred by the Subcontractor under the provisions of the said subcontract relating to patents.

The Subcontractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said subcontract, including without limitation those provisions relating to notification to USAF and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this  
8th day of August, 1963.


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SUBCONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS

Subcontract No. LP-2262

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Pursuant to the terms of Subcontract No. LP-2262  
and in consideration of the reimbursement of costs and payment of fee,  
as provided in the said subcontract and any assignment, thereunder,  
 (hereinafter called the  
Subcontractor) does hereby:

1. Assign, transfer, set over and release to United States  
Air Force, (hereinafter called USAF),  
all right, title and interest to all refunds, rebates, credits, or other  
amounts (including any interest thereon) arising out of the performance  
of the said subcontract, together with all the rights of action accrued  
or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect  
prompt collection of all refunds, rebates, credits or other amounts  
(including any interest thereon) due or which may become due, and to  
promptly forward to USAF checks (made payable to USAF)  
for any proceeds so collected. The reasonable costs of any such action  
to effect collection shall constitute allowable costs when approved by  
USAF as stated in the said subcontract and may be applied to  
reduce any amounts otherwise payable to USAF under the terms  
hereof.

3. Agree to cooperate fully with USAF as to any  
claim or suit in connection with refunds, rebates, credits, or other  
amounts due (including any interest thereon); to execute any protest,  
pleading, application, power of attorney or other papers in connection  
therewith; and to permit USAF to represent it at any hearing,  
trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this Assignment has been executed this  
8th day of August, 1963.

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